



ENT 45914:2019 PG 1 of 12
 JEFFERY SMITH
 UTAH COUNTY RECORDER
 2019 May 23 2:50 pm FEE 120.00 BY IP
 RECORDED FOR D R HORTON

When recorded, mail to:

MS4 Recorder

Affects Parcel No(s): 58:023:0236, 58:024:0015, 58:024:0016, 58:023:0267,
65:573:0251, 65:573:0252, 58:023:0235, 58:023:0263, 58:023:0264, 58:023:0260,
58:023:0241

LONG TERM STORMWATER MANAGEMENT AGREEMENT

This Long Term Stormwater Management Agreement ("Agreement") is made and entered into this 20 day of May, 2019, by and between Lehi, a Utah municipal corporation ("City"), and DR HORTON INC, a Delaware corporation ("Owner").

RECITALS

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the MS4, as set forth in the Lehi City Stormwater Ordinance, as amended ("Ordinance"), adopted pursuant to the Utah Water Quality Act, as set forth in *Utah Code Ann. §§ 19-5-101, et seq.*, as amended ("Act"); and

WHEREAS, the Owner hereby represents and acknowledges that it is the owner in fee simple of certain real property more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, the Owner desires to build or develop the Property and/or to conduct certain regulated construction activities on the Property which will alter existing storm and surface water conditions on the Property and/or adjacent lands; and

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner is required to build and maintain at Owner's expense a storm and surface water management facility or improvements ("Stormwater Facilities"); and

WHEREAS, the Stormwater Facilities are more particularly described and shown in the final site plan or subdivision approved for the Property and related engineering

drawings, and any amendments thereto, which plans and drawings are on file with the City and are hereby incorporated herein by this reference ("Development Plan"); and

WHEREAS, summary description of all Stormwater Facilities, details and all appurtenance draining to and affecting the Stormwater Facilities and establishing the standard operation and routine maintenance procedures for the Stormwater Facilities, and control measures installed on the Property, ("Long Term Stormwater Management Plan") more particularly shown in Exhibit "B" on file with the City Recorder and,

WHEREAS, a condition of Development Plan approval, and as required as part of the City's Small MS4 UPDES General Permit from the State of Utah, Owner is required to enter into this Agreement establishing a means of documenting the execution of the Long Term Stormwater Management Plan and,

NOW, THEREFORE, in consideration of the benefits received and to be received by the Owner, its successors and assigns, as a result of the City's approval of the Long Term Stormwater Management Plan, and the mutual covenants contained herein, the parties agree as follows:

Section 1

Construction of Stormwater Facilities. The Owner shall, at its sole cost and expense, construct the Stormwater Facilities in accordance with the Development Plans and specifications, and any amendments thereto which have been approved by the City.

Section 2

Maintenance of Stormwater Facilities. The Owner shall, at its sole cost and expense, adequately maintain the Stormwater Facilities. Owner's maintenance obligations shall include all system and appurtenance built to convey stormwater, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance, for purposes of this Agreement, is defined as good working condition so that the Stormwater Facilities are performing their design functions. The Owner shall, at its sole cost and expense, perform all work necessary to keep the Stormwater Facilities in good working condition.

Section 3

Annual Maintenance Report of Stormwater Facilities. The Owner shall, at its sole cost and expense, inspect the Stormwater Facilities and submit an inspection report and certification to the MS4 annually. The purpose of the inspection and certification is to assure safe and proper functioning of the Stormwater Facilities. The annual inspection shall cover all aspects of the Stormwater Facilities, including, but not limited to, the parking lots, structural improvements, berms, channels, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted in the inspection report. The report shall also contain a certification as to whether adequate maintenance has been performed and whether the structural controls are operating as designed to protect water quality. The annual inspection report and certification shall be due by June 30th of each year and shall be on forms acceptable to the City.

Section 4

City Oversight Inspection Authority. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Facilities upon reasonable notice not less than three business days to the Owner. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspection shall be to determine and ensure that the Stormwater Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, and the Stormwater Facilities Maintenance Plan.

Section 5

Notice of Deficiencies. If the City finds that the Stormwater Facilities contain any defects or are not being maintained adequately, the City shall send Owner written notice of the defects or deficiencies and provide Owner with a reasonable time, but not less than sixty (60) days, to cure such defects or deficiencies. Such notice shall be confirmed delivery to the Owner or sent certified mail to the Owner at the address listed on the County Tax Assessor.

Section 6

Owner to Make Repairs. The Owner shall, at its sole cost and expense, make such repairs, changes or modifications to the Stormwater Facilities as may be determined as reasonably necessary by the City within the required cure period to ensure that the Stormwater Facilities are adequately maintained and continue to operate as designed and approved.

Section 7

City's Corrective Action Authority. In the event the Owner fails to adequately maintain the Stormwater Facilities in good working condition acceptable to the City, after due notice of deficiencies as provided in Section 5 and failure to cure, then, upon Owner's failure to cure or correct within thirty days following a second notice delivered to Owner, the City may issue a Citation punishable as a Misdemeanor in addition to any State or EPA fine. The City may also give written notice that the facility storm drain connection will be disconnected. Any damage resulting from the disconnection is subject to the foregoing cure periods. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. The actions described in this Section are in addition to and not in lieu of any and all equitable remedies available to the City as provided by law for Owner's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.

Section 8

Reimbursement of Costs. In the event the City, pursuant to this Agreement, incurs any costs, or expends any funds resulting from enforcement or cost for labor, use of equipment, supplies, materials, and the like related to storm drain disconnection from

the City system, the Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments.

Section 9

Successor and Assigns. This Agreement shall be recorded in the County Recorder's Office and the covenants and agreements contained herein shall run with the land and whenever the Property shall be held, sold, conveyed or otherwise transferred, it shall be subject to the covenants, stipulations, agreements and provisions of this Agreement which shall apply to, bind and be obligatory upon the Owner hereto, its successors and assigns, and shall bind all present and subsequent owners of the Property described herein.

Section 10

Severability Clause. The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof to the Owner, its successors and assigns, is held invalid, the remainder of this Covenant shall not be affected thereby.

Section 11

Utah Law and Venue. This Agreement shall be interpreted under the laws of the State of Utah. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Salt Lake County, Utah.

Section 12

Indemnification. This Agreement imposes no liability of any kind whatsoever on the City, and the Owner agrees to hold the City harmless from any liability in the event the Stormwater Facilities fail to operate properly. The Owner shall indemnify and hold the City harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the City from failure of Owner to comply with its obligations under this agreement relating to the Stormwater Facilities.

Section 13

Amendments. This Agreement shall not be modified except by written instrument executed by the City and the Owner of the Property at the time of modification, and no modification shall be effective until recorded in the Salt Lake County Recorder's Office.

Section 14

Subordination Requirement. If there is a lien, trust deed or other property interest recorded against the Property, the trustee, lien holder, etc., shall be required to execute a subordination agreement or other acceptable recorded document agreeing to subordinate their interest to the Agreement.

Section 15

Exhibit B. The Long Term Stormwater Management Plan (LTSWMP) must adapt to change in good judgment when site conditions and operations change and when existing programs are ineffective. Exhibit B will not be filed with the agreement at County Recorder but is included by reference and kept on file with the City Recorder. Revision applications must be filed with the City Lehi and amended into the LTSWMP on file with the Lehi City recorder.

LONG TERM STORMWATER MANAGEMENT PLAN AGREEMENT

SO AGREED this 20th day of May 20 19.

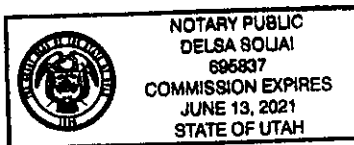
PROPERTY OWNER

By: [Signature] Title: Division CFO
By: _____ Title: _____

STATE OF UTAH)
:SS.
COUNTY OF UTAH)

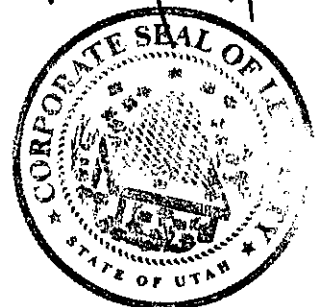
The above instrument was acknowledged before me by Jonathan S. Thornley this 20 day of May, 20 19.

[Signature]
Notary Public
Residing in: Utah Canty
My commission expires: June 13, 2021



LEHI CITY
By: [Signature] Mayor MARK JOHNSON
Attest: [Signature] City Recorder

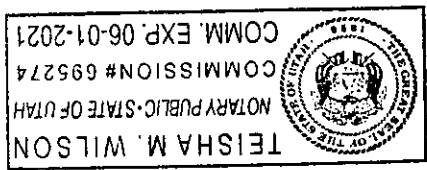
Date: May 21, 2019



STATE OF UTAH)
:SS.
COUNTY OF UTAH)

The above instrument was acknowledged before me by Mark Johnson, this 21 day of May, 20 19.

[Signature]
Notary Public
Residing in: Lehi
My commission expires: 06-01-21



pcmp _____

Attachments:

Exhibit A: Legal Description

Exhibit B: Long Term Stormwater Management Plan; Filed with Lehi City Recorder

Long Term Stormwater Management Plan (LTSMP) – Cold Spring Ranch

Exhibit A

MD1 Parcel Number: 58:023:0236

MD1 Legal Description: COM S 89 DEG 51' 47" W 350.19 FT & N 1679.71 FT FR SE COR. SEC. 11, T5S, R1W, SLB&M.; W 351.84 FT; N 0 DEG 0' 8" W 614 FT; E 496.08 FT; ALONG A CURVE TO L (CHORD BEARS: S 11 DEG 38' 6" W 489.57 FT, RADIUS = 1246 FT); S 0 DEG 18' 19" W 89.73 FT; ALONG A CURVE TO R (CHORD BEARS: S 45 DEG 9' 9" W 63.47 FT, RADIUS = 45 FT) TO BEG. AREA 5.947 AC.

HD4 Parcel Number: 58:024:0015

HD4 Legal Description: COM AT SE COR. SEC. 11, T5S, R1W, SLB&M.; S 89 DEG 51' 47" W 129.03 FT; N 10 DEG 4' 41" W 141.81 FT; ALONG A CURVE TO R (CHORD BEARS: N 7 DEG 16' 21" W 24.55 FT, RADIUS = 250.75 FT); N 4 DEG 28' 0" W 301.92 FT; ALONG A CURVE TO L (CHORD BEARS: N 6 DEG 59' 31" W 109 FT, RADIUS = 1237 FT); E 955.34 FT; S 22 DEG 40' 3" E 182.97 FT; S 40 DEG 6' 13" W 55.08 FT; S 29 DEG 50' 43" W 45.33 FT; S 36 DEG 48' 20" W 111.34 FT; S 41 DEG 44' 7" W 129.89 FT; S 45 DEG 16' 15" W 92.68 FT; S 59 DEG 14' 33" W 137.52 FT; S 89 DEG 52' 38" W 436.89 FT TO BEG. AREA 11.426 AC.

MD5 Parcel Number: 58:024:0016

MD5 Legal Description: COM S 89 DEG 51' 47" W 244.96 FT & N 966.48 FT FR SW COR. SEC. 12, T5S, R1W, SLB&M.; ALONG A CURVE TO R (CHORD BEARS: N 3 DEG 14' 54" E 76.03 FT, RADIUS = 1163 FT); N 5 DEG 7' 17" E 124.56 FT; ALONG A CURVE TO L (CHORD BEARS: N 2 DEG 42' 48" E 103.95 FT, RADIUS = 1237 FT); N 0 DEG 18' 19" E 543.23 FT; ALONG A CURVE TO R (CHORD BEARS: N 1 DEG 52' 47" E 63.91 FT, RADIUS = 1163 FT); S 65 DEG 22' 5" E 392.6 FT; N 89 DEG 57' 25" E 1090.78 FT; S 18 DEG 9' 0" E 126.25 FT; S 89 DEG 57' 25" W 285.29 FT; S 123 FT; S 89 DEG 57' 25" W 51.72 FT; S 302 FT; S 30 DEG 18' 4" E 93.92 FT; ALONG A CURVE

Long Term Stormwater Management Plan (LTSMP) – Cold Spring Ranch

TO L (CHORD BEARS: S 53 DEG 51' 26" W 305.33 FT, RADIUS = 1500 FT); S 48 DEG 0' 57" W 91.17 FT; ALONG A CURVE TO R (CHORD BEARS: S 82 DEG 33' 58" W 343.68 FT, RADIUS = 303 FT); N 62 DEG 53' 1" W 196.64 FT; ALONG A CURVE TO L (CHORD BEARS: N 70 DEG 53' 31" W 292.57 FT, RADIUS = 1050 FT); N 78 DEG 54' 2" W 92.4 FT; ALONG A CURVE TO L (CHORD BEARS: S 32 DEG 48' 9" W 46.93 FT, RADIUS = 45 FT) TO BEG. AREA 23.568 AC.

Backbone Parcel Number: 58:023:0267

Backbone Legal Description: PUBLIC ROAD, PART OLD RANCH ROAD AND COLD SPRING DRIVE, DESCRIBED AS FOLLOWS;; COM S 89 DEG 51' 47" W 129.03 FT FR SE COR. SEC. 11, T5S, R1W, SLB&M.; S 89 DEG 51' 47" W 62.47 FT; N 379.96 FT; N 8 DEG 0' 0" W 43.68 FT; N 88 DEG 21' 5" W 63.03 FT; N 4 DEG 28' 0" W 33.74 FT; ALONG A CURVE TO L (CHORD BEARS: N 9 DEG 5' 55" W 186.38 FT, RADIUS = 1154 FT); ALONG A CURVE TO R (CHORD BEARS: N 13 DEG 8' 9" W 25.86 FT, RADIUS = 1246 FT); ALONG A CURVE TO L (CHORD BEARS: N 51 DEG 16' 14" W 45.05 FT, RADIUS = 36 FT); N 19 DEG 53' 29" W 65.93 FT; ALONG A CURVE TO L (CHORD BEARS: N 41 DEG 46' 1" E 53.7 FT, RADIUS = 36 FT); ALONG A CURVE TO R (CHORD BEARS: N 0 DEG 40' 21" W 251.57 FT, RADIUS = 1246 FT); N 5 DEG 7' 17" E 124.56 FT; ALONG A CURVE TO L (CHORD BEARS: N 2 DEG 42' 48" E 96.98 FT, RADIUS = 1154 FT); N 0 DEG 18' 19" E 302.5 FT; ALONG A CURVE TO L (CHORD BEARS: N 44 DEG 50' 51" W 63.81 FT, RADIUS = 45 FT); W 903.83 FT; ALONG A CURVE TO L (CHORD BEARS: S 44 DEG 59' 0" W 36.78 FT, RADIUS = 26 FT); N 89 DEG 58' 19" W 62 FT; ALONG A CURVE TO L (CHORD BEARS: N 45 DEG 1' 0" W 36.76 FT, RADIUS = 26 FT); W 174.65 FT; ALONG A CURVE TO L (CHORD BEARS: S 86 DEG 26' 55" W 433.62 FT, RADIUS = 3500 FT); ALONG A CURVE TO L (CHORD BEARS: S 35 DEG 30' 29" W 38.27 FT, RADIUS = 26 FT); S 85 DEG 8' 49" W 62.47 FT; ALONG A CURVE TO L (CHORD BEARS: N 55 DEG 26' 3" W 35.83 FT, RADIUS = 26 FT); ALONG A CURVE TO L (CHORD BEARS: S 78 DEG 43' 36" W 279.19 FT, RADIUS = 3500 FT); S 76 DEG 26' 27" W 669.89 FT; ALONG A CURVE TO L (CHORD BEARS: S 67 DEG 21' 43" W 6 FT, RADIUS = 19 FT); N 10 DEG 19' 26" W 93.09 FT; N 76 DEG 26' 27" E 90.62 FT; N 80 DEG 5' 27" E 251.32 FT; N 76 DEG 26' 27" E 329.12 FT; ALONG A CURVE TO R

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(CHORD BEARS: N 78 DEG 29' 26" E 255.8 FT, RADIUS = 3576 FT); S 9 DEG 27' 35" E 15 FT; ALONG A CURVE TO R (CHORD BEARS: N 85 DEG 16' 12" E 587.27 FT, RADIUS = 3561 FT); E 174.59 FT; ALONG A CURVE TO L (CHORD BEARS: N 44 DEG 59' 0" E 36.78 FT, RADIUS = 26 FT); S 89 DEG 58' 19" E 62 FT; ALONG A CURVE TO L (CHORD BEARS: S 45 DEG 1' 0" E 36.76 FT, RADIUS = 26 FT); E 904.7 FT; ALONG A CURVE TO L (CHORD BEARS: N 45 DEG 9' 9" E 63.47 FT, RADIUS = 45 FT); N 0 DEG 18' 19" E 89.73 FT; ALONG A CURVE TO R (CHORD BEARS: N 13 DEG 58' 51" E 589.16 FT, RADIUS = 1246 FT); ALONG A CURVE TO L (CHORD BEARS: N 17 DEG 3' 33" E 424.44 FT, RADIUS = 1154 FT); N 88 DEG 30' 38" E 46.48 FT; N 81 DEG 49' 32" E 18.78 FT; N 89 DEG 48' 41" E 18.85 FT; ALONG A CURVE TO R (CHORD BEARS: S 16 DEG 45' 0" W 468.09 FT, RADIUS = 1237 FT); ALONG A CURVE TO L (CHORD BEARS: S 13 DEG 58' 51" W 549.92 FT, RADIUS = 1163 FT); S 0 DEG 18' 19" W 543.23 FT; ALONG A CURVE TO R (CHORD BEARS: S 2 DEG 42' 48" W 103.95 FT, RADIUS = 1237 FT); S 5 DEG 7' 17" W 124.56 FT; ALONG A CURVE TO L (CHORD BEARS: S 4 DEG 18' 16" E 380.94 FT, RADIUS = 1163 FT); ALONG A CURVE TO R (CHORD BEARS: S 9 DEG 5' 55" E 199.78 FT, RADIUS = 1237 FT); S 4 DEG 28' 0" E 301.92 FT; ALONG A CURVE TO L (CHORD BEARS: S 7 DEG 16' 21" E 24.55 FT, RADIUS = 250.75 FT); S 10 DEG 4' 41" E 141.81 FT TO BEG. AREA 9.394 AC.

Clubhouse Parcel Number #1: 65:573:0251

Clubhouse Legal Description #1: PARCEL B, COMMON AREA, PLAT MD 5, COLD SPRING RANCH, PHASE 1 SUB AREA 4.227 AC.

Clubhouse Parcel Number #2: 65:573:0252

Clubhouse Legal Description #2: PARCEL C, COMMON AREA, PLAT MD 5, COLD SPRING RANCH, PHASE 1 SUB AREA 1.121 AC.

HD1 Parcel Number: 58:023:0235

HD1 Legal Description: COM S 89 DEG 51' 47" W 205.98 FT & N 2293.36 FT FR SE COR. SEC. 11, T5S, R1W, SLB&M.; W 551.06 FT; N 232.52 FT; E 486.2 FT; N 28 DEG

Long Term Stormwater Management Plan (LTSMP) – Cold Spring Ranch

4' 38" E 49.79 FT; ALONG A CURVE TO L (CHORD BEARS: N 14 DEG 2' 19" E 54.99 FT, RADIUS = 113.35 FT); N 124.3 FT; S 89 DEG 59' 20" E 190.38 FT; ALONG A CURVE TO R (CHORD BEARS: S 18 DEG 9' 31" W 380.83 FT, RADIUS = 1154 FT); ALONG A CURVE TO L (CHORD BEARS: S 25 DEG 18' 38" W 101.99 FT, RADIUS = 1246 FT) TO BEG. AREA 4.105 AC.

Backbone Phase 2 Parcel Number #1: 58:023:0263

Backbone Phase 2 Legal Description #1: COM S 89 DEG 51' 47" W 1342.67 FT & N 1321.08 FT FR SE COR. OF SEC. 11, T5S, R1W, SLB&M.; W 212.79 FT; ALONG A CURVE TO L (CHORD BEARS: S 84 DEG 52' 48" W 386.42 FT, RADIUS = 2165 FT); N 11 DEG 52' 52" W 282.52 FT; ALONG A CURVE TO R (CHORD BEARS: N 35 DEG 30' 29" E 38.27 FT, RADIUS = 26 FT); ALONG A CURVE TO R (CHORD BEARS: N 86 DEG 26' 55" E 433.62 FT, RADIUS = 3500 FT); E 174.65 FT; ALONG A CURVE TO R (CHORD BEARS: S 45 DEG 1' 0" E 36.76 FT, RADIUS = 26 FT); S 0 DEG 2' 0" E 274.02 FT TO BEG. AREA 4.367 AC.

Backbone Phase 2 Parcel Number #2: 58:023:0264

Backbone Phase 2 Legal Description #2: COM N 24.9 FT & E .11 FT FR SW COR. OF SW 1/4 OF SE 1/4 OF SEC. 11, T5S, R1W, SLB&M.; N 1295.2 FT; E 713.45 FT; S 11 DEG 52' 52" E 30.99 FT; ALONG A CURVE TO R (CHORD BEARS: N 83 DEG 6' 15" E 252.58 FT, RADIUS = 2165 FT); E 349.44 FT; S 934.29 FT; S 75 DEG 20' 0" W 85.58 FT; S 74 DEG 40' 0" W 1282.88 FT TO BEG. AREA 33.671 AC.

Backbone Phase 3 Parcel Number #1: 58:023:0260

Backbone Phase 3 Legal Description #1: COM S 89 DEG 51' 47" W 1368.9 FT & N 1682.14 FT FR SE COR. SEC. 11, T5S, R1W, SLB&M.; W 174.59 FT; ALONG A CURVE TO L (CHORD BEARS: S 85 DEG 16' 12" W 587.27 FT, RADIUS = 3561 FT); N 9 DEG 27' 35" W 15 FT; N 13 DEG 53' 12" W 988.65 FT; S 63 DEG 54' 35" E 383.08 FT; S 65 DEG 4' 0" E 751.34 FT; S 0 DEG 2' 0" E 414.89 FT; ALONG A CURVE TO R

Long Term Stormwater Management Plan (LTSMP) – Cold Spring Ranch

(CHORD BEARS: S 44 DEG 59' 0" W 36.78 FT, RADIUS = 26 FT) TO BEG. AREA
13.801 AC.

Backbone Phase 3 Parcel Number #2: 58:023:0241

Backbone Phase 3 Legal Description Number #2: COM N 1740.42 FT & W 702.03
FT FR SW COR. SEC. 12, T5S, R1W, SLB&M.; W 617.97 FT; N 373.32 FT; W 10.14 FT;
N 0 DEG 2' 0" W 146.08 FT; E 628.18 FT; S 0 DEG 0' 8" E 519.4 FT TO BEG. AREA
7.398 AC.